

Cherokee Co.	Cherokee Co. Law Enforcement Assn.	7/1/2004	6/30/2007
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COPY

AGREEMENT

BETWEEN

CHEROKEE COUNTY

AND

CHEROKEE COUNTY

LAW ENFORCEMENT ASSOCIATION

JULY 1, 2004 to JUNE 30, 2007

STATE OF IOWA
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

STIPULATION OF BARGAINING UNIT AS AMENDED

Pursuant to a Petition for Amendment of Bargaining Unit filed under the Public Employment Relations Act, and subject to the approval of the Public Employment Relations Board, the undersigned parties agree that the following constitutes an appropriate unit for the purposes of collective bargaining within the meaning of Section 13 of the Public Employment Relations Act:

INCLUDED: Deputy Sheriffs, Dispatchers, Jailers, Chief Jailer, Secretary

EXCLUDED: Confidential ^{Secretary} ~~Secretary~~, Chief Deputy, Communications Supervisor
and Jail Administrator

Cherokee County

(Employer)

Cherokee County Board of Supervisors
Courthouse Cherokee, Ia 51012

(Address)

By: Ronald Wetherill Board Chairman
(Name and Title) (Date)

Bargaining Unit for Law Enforcement Center

(Employee Organization)

111 N 5th Cherokee Ia
(Address)

By: John Wetherill president 6-9-04
(Name and Title) (Date)

Tentative Approval by PERB:

By _____
Board Member (Date)

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AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2004, by and between CHEROKEE COUNTY, hereinafter referred to as the "Employer," and CHEROKEE COUNTY LAW ENFORCEMENT ASSOCIATION, hereinafter called the "Association" represents the complete and final agreement on all bargainable issues between the Employer and the Association and cancels all past practices. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of Cherokee County, including all regular full-time and regular part-time employees of the Cherokee County Sheriff's Department, including part-time Deputies, Dispatchers, Jailers, and Secretaries as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3528, dated December 1, 1987, which excludes Sheriff, Chief Deputy, Confidential Secretaries, and all other employees excluded by Section 4 of the Public Employment Relations Act.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Association agree to comply with any nondiscrimination in employment laws that are applicable. There shall be no discrimination in employment by the Employer or the Association toward any employee because of their membership in, or nonmembership in, the Association. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Association affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the employee's Supervisor within a twenty-four (24) hour period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee shall present a grievance in writing to the Sheriff or his designated representative within forty-eight (48) hours following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. Any facts not brought out by the Association will preclude the Association from using these facts in a later hearing. Within ten (10) days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seventy-two (72) hours after the date of the Sheriff's or his designated representative's answer given in Step 1.

An aggrieved employee may elect not to have a representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2. If the Sheriff or his/her designated representative is not available, then the time lines will be extended until the Sheriff or his/her designated representative returns.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing American Arbitration Association to furnish a suggested list of names of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Association is to strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The arbitration hearing shall be scheduled not later than sixty (60) calendar days following the date on which the request for arbitration was submitted to the Sheriff. The sixty-day deadline may be waived if mutually agreed to by the parties.

The fees and expenses of the arbitrator will be split by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis.

In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violations of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue. The Arbitrator shall not have power to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission.

ARTICLE 5 SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

A new employee shall serve a probationary period of twelve (12) consecutive months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure.

The Association shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least qualifications and ability will be removed first, when qualifications and ability are relatively equal, in the judgment of the Employer, the employee with the least seniority in the job classification will be removed. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights. This Article will be non-grievable.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- © Engaging in other work while on sick leave or unpaid leave of absence or giving false reason for obtaining a leave of absence.
- (d) One (1) day per year of absence without notice to the Employer, except in extenuating circumstances.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within seven (7) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (g) Seniority rights will be forfeited after the continuous period of layoff exceeds six (6) months.
- (h) Employee retires.

- (I) An employee is absent from work for any reason for over six (6) months or for a period of time equal to his/her seniority, whichever is shorter.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 6 HOURS

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Sheriff.

Deputy Sheriff Work Schedule. Work schedules showing the employees' shifts, workdays and hours shall normally be posted fourteen (14) calendar days prior to their effective date. Schedules may be changed for the efficient operations of the department. During a Deputy's normal shift, the employee will be allowed a one (1) hour paid meal period. The Deputy will be considered "on duty" during this paid meal period and will be expected to respond as needed.

Dispatcher Workweek. The normal workweek for regular full-time Dispatchers shall consist of forty (40) hours. Dispatchers will not receive any scheduled lunch period or rest breaks. The radios must be monitored at all times.

Dispatcher Work Schedule. Work schedules showing the employees' shifts, workdays and hours shall normally be posted two (2) weeks prior to their effective date. Schedules may be changed for the efficient operation of the department.

Office and Clerical Employee Workweek. The normal workweek for regular full-time office and clerical employees shall consist of five (5) eight (8) hour days. The normal workday will be from 8:00 a.m. to 4:30 p.m., Monday through Friday, with a one-half hour unpaid lunch period, which will normally be taken at or near the middle of the eight (8) hour shift. All employees shall normally have a fifteen (15) minute break during each one half (½) shift. The times and arrangements for lunch and rest periods may vary, depending on the nature of the work being performed and will be granted at the discretion of the Sheriff.

Jailer Workweek. The normal workweek for regular full-time Jailers shall consist of forty (40) hours.

Overtime. All employees covered by this contract shall receive overtime pay or compensatory time off at the rate of time and one-half when they work in excess of eight (8) hours in one twenty-four (24) hour period, in excess of forty (40) hours in one week, or in excess of one

hundred seventy-one (171) hours in a twenty-eight (28) day period. The choice between receiving overtime in wages or in compensatory time off shall be at the discretion of the employee. The maximum accumulation of compensatory time shall be eighty (80) hours. After an employee has accumulated eighty (80) hours of compensatory time, the employee shall receive all overtime in wages.

Paid leaves, vacation time and holidays shall not be counted as working time for the purpose of determining overtime. Except for emergencies, any work in excess of the normal work period must be approved in advance by the employee's department head. The workweek shall begin at 12:01 a.m. on Monday and end at 12:00 Midnight on the following Sunday. Voluntary trading time shall not be eligible for overtime.

Call Back. Any Employee called back after his/her regular shift or before his/her shift for reasons beyond his/her control shall be paid a minimum of two (2) hours pay at time and one-half (1 ½). Call back pay will not be available for employees filling in for absent Deputies.

ARTICLE 7 HOLIDAYS

Regular full-time employees who have completed their probationary period are eligible for the following paid holidays:

1. New Year's Day
2. President's Day(third Monday in February)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Christmas Day

All regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. All probationary employees shall be paid for each of the holidays set forth in this Article which occur after they have completed six (6) months of active service to the County. All employees, including part-time employees, who are scheduled to work on a recognized holiday are to be paid at the rate of time and one-half for each hour actually worked. Regular full-time employees shall also receive a day off for the holiday worked to be used on the date of the employee's choosing at a later time. This day shall be paid at the regular straight time rate.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

An employee on layoff or leave of absence is not eligible for holiday pay.

ARTICLE 8 VACATIONS

Eligibility and Allowances. All regular full-time employees shall be eligible for vacation on their seniority date as listed below:

<u>Service Requirement</u>	<u>Vacation Allowance</u>
After one (1) full year of continuous service	One (1) week (five (5) working days)
After two (2) full years of continuous service	Two (2) weeks (ten (10) working days)
After five (5) full years of continuous service	Three (3) weeks (fifteen (15) working days)
After fifteen (15) full years of continuous service	Four (4) weeks (twenty (20) working days)

Regular part-time employees shall receive vacation benefits according to the following formula:

$$\begin{aligned} &\text{Annual (anniversary date) part-time hours worked}/2008 = \% \\ &\% \text{ of (40 or 80 or 120 or 160) hours} = \text{vacation hours.} \end{aligned}$$

A full year of service consists of at least 1,900 hours. Vacations must be taken during the anniversary year.

Upon resignation or termination from County service, an employee shall be paid on a pro rata basis for all unused vacation leave at the time of termination.

During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked.

Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he/she would have been regularly scheduled to work.

Choice of Vacation Period. Vacation requests should be received at least ten (10) calendar days in advance. Vacations must be approved by the department head. Vacation time will normally be scheduled in increments of five (5) scheduled workdays. Vacation may be taken in less than

five (5) day increments with advance approval of the department head. The department head may require rescheduling of vacation when it is necessary for the efficient operation of the department.

Holiday During Vacation Period. If a holiday occurs during the employee's scheduled vacation period, an employee shall be granted an additional vacation day to be taken the day before the vacation starts or the day after the vacation ends.

ARTICLE 9 LEAVES OF ABSENCE

Sick Leave. Sick leave will be granted to all regular full-time employees who have completed their probationary period on the following basis:

- a. Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee.
- b. Sick leave with pay shall accumulate at the rate of one (1) day per month of continuous employment and can accumulate up to a maximum of one hundred five (105) days.
- c. Employees shall forfeit all accumulated sick leave upon separation from employment for any reason, including voluntary resignation.
- d. Any employee who requests sick leave shall contact the Department Head or designee at least thirty (30) minutes prior to the beginning of the employee's scheduled shift.
- e. A medical verification of illness or injury may be required by the Employer for the substantiation of the need for sick leave.

All probationary employees shall be eligible to accrue sick leave from their initial date of hire and shall be eligible to use sick leave after they have completed six (6) months of active service to the County.

To the extent that it is available, sick leave may be used for an on-the-job injury or disability. When worker compensation benefits are provided to an employee, the employee shall have the option of either accepting only the worker compensation benefits or of supplementing the worker compensation benefits by being paid the difference between the amount of worker compensation and the employee's regular salary. If an employee chooses to supplement worker compensation benefits, the employee's sick leave credits will be reduced. Only the amount paid by as salary by the County shall be deducted from sick leave credits. The amount of the deduction shall be

calculated by dividing the amount of the County's salary payment by the employee's hourly rate of pay.

Jury Duty: An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours.

Funeral Leave: All regular full-time employees who have completed their probationary period shall be allowed paid time off at regular rate of pay up to but not to exceed five (5) consecutive workdays as normally scheduled for the employee in case of the death of the employee's parent, spouse, child, brother, or sister, for attendance at the funeral and for any other purpose directly arising out of said death. In the event of a death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunt, or uncle, all regular full-time employees shall be allowed paid time off at the regular rate of pay for up to three (3) days as normally scheduled for attendance at the funeral. One-half day of paid funeral leave may be granted by the department head for an employee to attend the funeral service for a fellow employee or to fulfill duties as a pallbearer.

All probationary employees shall be eligible to use funeral leave for members of their immediate family (spouse, child, and parent) from their initial date of hire and shall be eligible to use funeral leave as provided for regular employees after they have completed six (6) months of active service to the County.

Military Leave: Employees shall be granted military leave in accordance with Iowa Code Section 29A.28.

Leaves Without Pay: A leave without pay for up to six (6) months may be granted by the department head for illness or other legitimate reasons as determined by the Employer, provided the granting of such leave does not interfere with the efficient administration of the department. Requests shall be made in writing to the department head with a copy to the payroll clerk in the County Auditor's department, at least thirty (30) days in advance, when possible.

While on unpaid leave, an employee's seniority is frozen; no benefits will be provided and the employee will not accrue vacation leave.

While on unpaid leave, employees may continue their health insurance, at their own expense, if allowed by the carrier, and in accordance with the applicable laws. Premiums must be paid directly to the County Auditor's office. Arrangements for time of payment must be made with the Auditor prior to the employee taking the leave.

Leaves of Absence - Involuntary

An employee off work for a period of time sufficient to exhaust accumulated sick leave, compensatory time, and vacation time, shall automatically be placed on an involuntary leave of absence. While in this status, Cherokee County shall continue to pay the employee's and the dependent's health insurance premium. The employee shall pay the additional premium if they have elected to upgrade the life insurance from term to permanent and the total premium for any other policies which they have elected to carry and are currently paying by payroll deduction. The employee shall not accumulate seniority, vacation, sick leave or be paid for legal holidays which occur during this period.

An employee on involuntary leave of absence may return to work anytime during the six month period without loss of longevity, provided that a written doctor's certification of ability to work is furnished by the employee.

An employee not able to return to work prior at the expiration of the six month period shall be automatically terminated. Terminated employees may be rehired at a later date but shall be considered new employees.

FMLA Leave. The Board agrees to adopt and implement a policy which complies with the Family and Medical Leave Act and agrees to provide leave to employees in accordance with the terms of that policy.

Conversion of Sick Leave.

Sick leave shall be converted to paid time off after the employee has accumulated 105 days of sick leave. After such maximum accumulation, sick leave days shall convert to personal leave days at the rate of six (6) sick leave days to equal one (1) personal leave day.

ARTICLE 10 INSURANCE

The Employer agrees to pay the total single premium for each eligible regular full-time employee for the health and major medical group of the Employer's choice. The Employer will pay the total premium to provide dependent coverage for all regular full-time employees hired by the County prior to July 1, 1991. Effective July 1, 2004, the Board will pay forty per cent (40%) of the premium for family health insurance coverage for employees who were hired on or after July 1, 1991 and who elect to have family health insurance coverage. Employees hired prior to March 1, 1988, who are currently receiving seventy-two cents (\$0.72) per hour or \$1,500 per year in lieu of dependent coverage shall continue receiving this benefit. The amount of the family premium will be set each year by Board of Supervisors. Employees will be allowed to purchase dependent coverage from the County.

Employees will be responsible for the payment of all deductible and co-insurance payments under the governing plan, with benefits equivalent to Wellmark Plan 9. The existing reserve fund that was created for the payment of deductible and co-insurance expenses will be terminated effective July 1, 2004.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 11 CLEANING ALLOWANCE

The Employer will continue its current practice of care and cleaning of uniforms for all Deputies and Jailers.

ARTICLE 12 UNIFORM ALLOWANCE

The Employer will continue its current practice of providing a uniform allowance of Three Hundred Dollars (\$300.00) per year for the Deputies. The Employer will provide One Hundred Fifty Dollars (\$150.00) per Jailer per year for the purchase of uniforms.

ARTICLE 13 WAGES

The wage rates for employee shall be as follows:

	<u>July 1, 2004</u>	<u>July 1, 2005</u>	<u>July 1, 2006</u>
<u>Jailers</u>			
Start	\$10.55	\$10.95	\$11.40
1 Year	\$10.85	\$11.25	\$11.70
2 Years	\$11.15	\$11.55	\$12.00
3 Years	\$11.65	\$12.05	\$12.50
4 Years	\$12.15	\$12.55	\$13.00
5 Years	\$12.70	\$13.10	\$13.55
<u>Chief Jailer</u>	\$13.25	\$13.65	\$14.10
<u>Dispatchers</u>			
Start	\$10.55	\$10.95	\$11.40
1 Yr.	\$10.85	\$11.25	\$11.70
2 Yr.	\$11.15	\$11.55	\$12.00

3 Yr.	\$11.65	\$12.05	\$12.50
4 Yr.	\$12.15	\$12.55	\$13.00
5 Yr.	\$12.70	\$13.10	\$13.55
<u>Chief Dispatcher</u>	\$13.25	\$13.65	\$14.10
<u>Secretaries</u>	\$13.25	\$13.65	\$14.10
<u>Part-Time Deputies</u>	\$17.61	\$18.01	\$18.46
<u>Full-Time Deputies</u> (0 to 5 years)	\$17.61	\$18.01	\$18.46
<u>Full-Time Deputies</u> (5 Years +)	\$17.71	\$18.16	\$18.61

The Sheriff shall have the discretion to place a newly hired jailer at any rate up to and including the 12 Month rate.

The Sheriff shall have the discretion to place a newly hired dispatcher or jailer as follows: at the Starting Rate if they have no experience or certification, at the One Year or Twelve Month Rate if they have experience, or at the Two Year or Twenty-Four Month Rate if they have experience and certification. Certification means certification in the capacity in which they are hired.

Deputy sheriffs and secretaries will be paid \$1.00 per hour less than the amount specified above during their probationary period.

Shift Differential

Employees who are scheduled to work the 11 p.m. to 7 a.m. shift shall receive a shift differential of \$0.25 per hour.

Pay Period

Employees shall be paid on a bi-weekly basis.

ARTICLE 14 DURATION

The length of the contract shall be three years with regard to all matters.

SIGNATURES

For The Board:

Ronald Weathersell

Date: 4-13-04

For The Association:

John W. Dimold

Date: 5-27-04